PERM. INDEX NO'S. 17-04-300-010
AND PART OF 17-04-300-011
CROSBY T.S.S.
PART OF LOTS 1 to 5
T.P. 6142 and PART OF
T.P. 5904

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THE GRANTOR, COMMONWEALTH EDISON COMPANY, a corporation created and existing under and by virtue of the laws of the State of Illinois, for the consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said corporation CONVEYS and QUIT CLAIMS to JOHN M. ZAWALINSKI, 33 North LaSalle Street, Chicago, Illinois 60602, the following described Real Estate situated in the County of Cook in the State of Illinois, to-wit:

Lots 1, 2, 3, 4 and 5, except the Easterly 107 feet of said Lots as measured along the lot lines, in Block 96 in Eiston's Addition to Chicago in Sections 4 and 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

EXCEPTING, however, and RESERVING unto Commonwealth Edison Company, its successors and assigns, the perpetual right, easement and authority to donstruct and install from time to time, use, operate, maintain, repair, replace, relocate, renew, remove and enlarge poles, towers, wires, cables, conduits, manholes, tunnels and other overhead and underground equipment, or both, (with the right to add to said facilities) for the transmission and distribution of electric energy, in, upon, under, over, across and along all or any part of the Premises with the right of access thereto at all times for any and all such purposes, and also the right to trim or cut down from time to time such trees, bushes, shrubs and saplings which interfere or threaten to interfere with any of the rights reserved hereuader. If possible, Crantor shall give at least 48 hours advance written or oral notice of its intention to enter upon the Premises to perform such work. However, in cases of

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M. R. NORRIS P. O. Box 767.

the right to clear the surface of the Premises by moving or removing any surface obstructions on or from the Premises in order to gain access to its facilities without incurring any liability whatsoever for damage to or destruction of any facilities, boats, equipment or property that may from time to time be stored, parked or placed upon the Premises by owner of the Premises from time to time or anyone acting by, through or under the direction of said owners.

It is an express condition of this conveyance that no buildings, structures, or improvements of any kind or nature (except fencing, paving, landscaping and dock wall improvements) shall be constructed, built, installed, located or placed in, on or under any portion of the Premises without Grantor's prior written approval. No flammable liquids may be stored on the Premises. No use shall be made of the Premises which will create or cause the emission of fumes, vapor or by-products which will interfere with the operation of or have a corrosive or damaging effect on the nearby facilities of Grantor. Also, no equipment, boats, vehicles, cranes, lifts or facilities of any kind or nature which exceeds fifteen (15) feet in height above present grade may be operated, stored, parked or brought upon the Premises. Prominently displayed signs to that effect are to be installed and maintained by Grantee, and the owner or owners from time-to-time of the Premises, so that everyone using the Premises will be aware of such restriction and the potential danger associated with any violation of such restriction due to the presence of Grantor's overhead electric high voltage wires across the Premises. If the Premises are used for the storage of sailboats, said signs

brought upon the Premises. In the event Grantee or any subsequent owner of the Premises decides to fence the Premises, he must install and maintain a two section fourteen (14) foot wide gate along the east side of the Premises in the South 14 feet of Lot 5 for Grantor's exclusive use to gain access to the Premises. Grantor shall install its own lock on said gate and will reimburse Grantee for the difference in cost between 14 feet of fencing and said gate. Any willful violation of the within and foregoing restrictions will result in the automatic reversion of title to the Premises to Grantor without recourse by Grantee. If Grantor removes all of its facilities from the Premises and does not replace or rebuild said facilities within a two (2) year period, the aforementioned rights and restrictions shall be released by Grantor upon request of Grantee or any successor in title.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, this day of FEBRUARY 19. 1985.

COMMONWEALTH EDISON COMPANY

Vice President

ATTEST:

Assistant Secretary

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